

the performance of City work, the City shall issue to an employee in the classifications of Mechanic I/II, Maintenance Worker I/II, Maintenance Technician, CATV Technician I/II/III, Pump Mechanic I/II, and Community Services Officer II shall receive a one-time basic issue of four (4) sets of coveralls, or, at the option of the employee, the cost equivalent thereof in a combination of coveralls, pants, shirts, T-shirts, and jackets and appropriate uniform(s), jackets and footwear for CSO II. Issued clothing shall be replaced by the City as required in the judgment of the department head.

The City will provide cleaning services for City-provided work uniforms.

Section 39. Bargaining Unit Assignment Clarification

The positions of Librarian I and Librarian II shall both be in this bargaining unit.

Upon ratification of this Memorandum of Understanding by vote of the bargaining unit membership, persons assigned to positions classified as Field Supervisor or Assistant Engineer shall no longer be members of this bargaining unit. Those persons, together with any persons who may be assigned such classifications in the future, shall be members of the Mid-Management bargaining unit currently represented by Teamsters Local No. 350. It is understood and agreed that these positions retain salary agreements (a minimum of benchmark linkages shall be maintained) reached during this negotiation and then subsequently be subject to the terms and agreements negotiated by the Mid-Management bargaining unit. It is also further agreed that the Field Supervisor position would remain eligible for over-time or management leave time (but only one option) and that the Assistant Engineer position would be eligible for 60 hours management leave time.

The City agrees to change the title of the Administrative Assistant classification to "Executive Assistant."

Section 40. Term

(a) This Memorandum of Understanding, entered into on the 22d day of February, 2001, and retroactive to the 1st day of November 2000, except as otherwise noted, shall remain in effect for those employees employed in the classifications set forth in Appendix "A" for the period from November 1, 2000, and until October 31, 2004, except to the extent that such Memorandum of Understanding may be modified by the parties during such period, and shall continue in full force and effect until either superseded by a subsequent Memorandum of Understanding or by such other action of the City Council affecting wages, hours, and conditions of employment of the employees in classifications covered by this Memorandum of Understanding.

(b) The City and Union shall commence negotiations on the successor agreement to this agreement no later than March 31, 2004, with the goal of concluding negotiations prior to the expiration of this agreement on October 31, 2004.

(c) In the event the parties to this Memorandum of Understanding fail to successfully negotiate